

68-7638-1343

**City of Walhalla**

205 North Church Street  
Post Office Box 1008  
Walhalla, South Carolina 29691

10/5/04

Fax (803) 763-4357

September 30, 2004

To Whom It May Concern:

This is to certify that the City of Walhalla has not contributed any monies to the renovation of the restroom facilities on Main Street.

  
Larnar Bailey  
Mayor of Walhalla

# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization Walhalla Tourism for Progress

B. Address \_\_\_\_\_

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 4900.00

B. How will ATAX Funds be used? We had requested \$24,950.00 last year and received \$20,000.00 that was much appreciated and was extremely helpful to get us to this point. We realize your funds are limited, but hope you will consider granting us the balance \$4,950.00 to complete the project.

C. Provide an itemized budget. **THIS IS REQUIRED**, attach on a separate sheet.

D. Funds furnished by your organization \$ 3000 - by Walhalla Local Comm.

Matching grant \$ \_\_\_\_\_ Source \_\_\_\_\_

Other Funding \$ Local Source \_\_\_\_\_

## III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Public Facilities for Downtown Walhalla, SC

B. Description of project Walhalla, SC is a popular tourist destination for special events such as Oktoberfest, and year-round for the scenic view + shopping opportunities. Yet there are no public restrooms available in the Walhalla Park in Progress, the Chamber of Commerce, and the City of Walhalla continue to promote and cultivate tourism. There is an increasing need for public facilities. The property plans for renovation is adjacent to the Walhalla Green Station.

Application.doc  
(over)

C. Who will benefit from this project? Directly, visitors will

benefit due to the availability of greater restroom facility

Secondly, merchants and organizations will benefit through

visitors who may stay longer and/or visit downtown more often  
knowing facilities are now available

#### IV. DATES OF PROJECT

Beginning March 2004 Ending hopefully Oct. 2004

#### V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_

Non-profit Organization: Incorporation date Jan 24, 2003 (cert provided)

Eleemosynary Organization under IRS Code: IRS # 48-17-95938

Date of Determination Letter \_\_\_\_\_

#### VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? It will make Washella

much more tourist-friendly! Building facilities for tourists is a genuine

need Washella has tourists, and these visitors regularly assist for  
and are disappointed when they learn facilities are not available

How many visitors/participants attended the event last year and are anticipated  
this year? N/A

How many of the visitors/participants were from beyond a 50 mile radius of  
Oconee County last year and are anticipated this year? N/A

How many overnight stays were created by this event last year and are anticipated  
this year? N/A

Page 2

Oconee County ATAX Grant Application (Rev. 12/2004)

Application.doc

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Signs will be visible at the building

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

Letters will have a link with attributions in Oconee County and merchants business

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Providing public facilities is an on-going, year-round process. We will also have an advertising board on the wall to provide money for maintenance of the facility.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor E. M. H. Davis CPA

VIII. Will your project be using any funds from another group that received ATAX funds? Not that I know of.

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name John A. Thomas Title Vice President WPA  
 Signature [Signature] Date Sept 15, 2004  
 Address 123 E. main st wallkill sc 25691  
 E-mail John 9283 @bellsouth.net Fax No. ---  
 Phone Number (s) 864-638-7700

B. Alternate Contact Monty Newell Title Treasurer WPA  
 Address 75 754 Wallkill sc 29011  
 E-mail newellm@bellsouth.net Fax No. ---  
 Signature --- Date 9/15/04  
 Phone Number (s) 864-882-1331

**ITC&I CORPORATION**

Post Office Box 1797, Columbia, South Carolina 29602

Project: Restrooms for Downtown Washakie *Washakie*  
 Client: *Partners for Progress*  
 Location: Washakie, WY  
 Scope: VDR

10/13/2003

Cost Codes	Item Description	Estimated Value	SF Cost
<b>Renovation</b>			
00500	City of Washakie Building Permit and Utilities	\$647.00	\$0.42
01300	Provide General Conditions (rumpole, cleaning, temp utility, consumables)	\$3,800.00	\$2.41
01500	Trade Superintendent, Vehicle, & Telephone (2.5 weeks)	\$4,200.00	\$3.95
08000	Truss, Decking and Carpenter Labor (54 man hours)	\$2,130.00	\$1.07
08000	Carpentry Materials	\$775.00	\$0.75
09250	Sheetrock Tape & Finish, Patching	\$2,890.00	\$2.71
09500	New Pre Hung Wood Doors and Hardware	\$895.00	\$0.83
09600	Vinyl Composite Tile and Rubber Base	\$1,515.00	\$1.42
09900	Painting (new and existing walls, doors, ceilings)	\$2,080.00	\$2.51
10000	Toilet Partitions and Accessories	\$3,750.00	\$3.52
15100	Plumbing: Demo and Replace (Bathroom Plumbing)	\$16,500.00	\$15.45
15500	HVAC: Remove Existing, Add Radiant Heat and Exhaust (Exterior Mechanical)	\$1,850.00	\$1.73
16000	Electrical: Remove Existing, Add Lighting (C&W Electrical)	\$6,800.00	\$6.37
<b>SUBTOTAL RENOVATION COSTS</b>		<b>\$47,002.00</b>	<b>\$46.38</b>
	Contingency	\$0.00	\$0.00
	Architectural Fees	\$0.00	\$0.00
	Trade Overhead	\$1,200.00	\$1.19
	Trade Fee	\$3,517.00	\$3.39
<b>TOTAL RENOVATION COSTS</b>		<b>\$52,729.00</b>	<b>\$52.76</b>

REST ROOM

September 1<sup>st</sup> 12 People

September 3<sup>rd</sup> 1

September 4<sup>th</sup> 1

September 10<sup>th</sup> 3

September 17<sup>th</sup> 1

Walhalla Chamber of Commerce

September 1<sup>st</sup> 2

September 3<sup>rd</sup> 4

September 8<sup>th</sup> 2

September 16<sup>th</sup> 4

September 21<sup>st</sup> 3

September 23 5

September 29<sup>th</sup> 3

The proximity to the police station will assist in decreasing random vandalism. The building to be used is currently the main Washelle Fire Station. This building is ideally located for visitors who park and walk up and down Main St. The construction has involved obtaining permits and licenses, hiring a contractor and carrying out carpentry, structural wood work, floor covering installation, painting, plumbing, HVAC renovation, electrical work, and granular pavement of restroom fixtures and accessories. See project estimate (attached).



J. Thomas Grant  
Sandra Village Farmer

March 13<sup>th</sup> 2004  
KDOT Register

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# Guest Register

Name	City + State	Rate
Wally Taylor	Lynnville, IA	4-10-50
Charles Matzinger	Humble Mills, NE	4-10-50
Bert & Fay Faye	Artans, IA	4-10-50
Bob + Jeanie Wood	Liberia, Fla. 30	4-10-50
John + Jeanie Wood	Bylles, Cal. 30	4-10-50
William + Mary Johnson	Windsor, Pa	4-10-50
John + Edith Johnson	Windsor, Pa	4-10-50
Wally Ellington	Windsor, Pa	4-10-50
Michael + Mary Johnson	Windsor, Pa	4-10-50
James Thompson	Windsor, Pa	4-10-50
Harriet + Pat. Helle	Windsor, Pa	4-10-50
GREEN	SAKISOMI FL	4-10-50
John + Mary	SUNSET FL	4-10-50
Mr. Herman	Millers, Pa	4-10-50

April 30, 1954 Annual Cultural Fest.

Wally Taylor	Windsor, Pa	4-10-50
Charles Matzinger	Humble Mills, NE	4-10-50
Bert + Fay Faye	Artans, IA	4-10-50
Bob + Jeanie Wood	Liberia, Fla. 30	4-10-50
John + Jeanie Wood	Bylles, Cal. 30	4-10-50
William + Mary Johnson	Windsor, Pa	4-10-50
John + Edith Johnson	Windsor, Pa	4-10-50
Michael + Mary Johnson	Windsor, Pa	4-10-50
James Thompson	Windsor, Pa	4-10-50
Harriet + Pat. Helle	Windsor, Pa	4-10-50
GREEN	SAKISOMI FL	4-10-50
John + Mary	SUNSET FL	4-10-50
Mr. Herman	Millers, Pa	4-10-50
Wally Taylor	Windsor, Pa	4-10-50
Charles Matzinger	Humble Mills, NE	4-10-50
Bert + Fay Faye	Artans, IA	4-10-50
Bob + Jeanie Wood	Liberia, Fla. 30	4-10-50
John + Jeanie Wood	Bylles, Cal. 30	4-10-50
William + Mary Johnson	Windsor, Pa	4-10-50
John + Edith Johnson	Windsor, Pa	4-10-50
Michael + Mary Johnson	Windsor, Pa	4-10-50
James Thompson	Windsor, Pa	4-10-50
Harriet + Pat. Helle	Windsor, Pa	4-10-50
GREEN	SAKISOMI FL	4-10-50
John + Mary	SUNSET FL	4-10-50
Mr. Herman	Millers, Pa	4-10-50

Guest Register

<u>Name</u>	<u>City &amp; State</u>	<u>Date</u>
James H. ...	... FL	6-25-04
... ..	... FL	6-27-04
... ..	... FL	6-28-04
... ..	... FL	6-29-04
... ..	... FL	6-30-04
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... ..	... FL	7-27-04
... ..	... FL	7-28-04
... ..	... FL	7-29-04
... ..	... FL	7-30-04
... ..	... FL	7-31-04

# GUEST REGISTER

NAME	CITY STATE	DATE
Dale Thomas	Essex Jct, VI	7/10/04
Theresa Howard	"	7/21/04
Dale Adams	Phoenix, AZ	7/22/04
John Jones	Phoenix, AZ	7/22/04
James & Kate Wafford	Paducah, KY	7/23/04
Barbara Williams	Whitman, WA	7-24-04
Carole Simon	Frankfort, KY	7-24-04
John Thomas	"	7-28-04
Jay & Joy	Lawson, SC	"
Theresa Williams	Parryville, MO	7-28-04
Thomas Dixon	W. Lawrence, PA	7-28-04
Stan Smith	Clearfield, PA	7-28-04
Theresa Adams	Blair, SC	7-28-04
John Smith	Carpenter, VA	7/30/04
Carroll Adams	Greene, SC	8-5-04
John Smith	Blair, VA	8-11-04
John Jones	Hamlin, VA	8-20-04
Ruben Condit	Waverly, VA	8-28-04
Andie Ann Hunt	Seneca, SC	8-28-04
Penny Case	W. Seneca, WV	8-28-04
Theranda Brenda Tackett	martin, TN	9-3-04
Jane Jones	Waverly, VA	9-12-04
John & Julie Wright	Waverly, VA	9-14-04
Marion & Tom Chapman	Waverly, VA	9-14-04
John W. Johnson	Palmer, VA	9-14-04
James Simpson	Maurice, SC	9-14-04
John Johnson	"	9-14-04
Walter & Betty	Blair, VA	9-14-04
John & Mary	Blair, VA	9-14-04
John & Mary	Blair, VA	9-14-04
John & Mary	Blair, VA	9-14-04
Richard Ross Family	Blair, VA	9-16-04

Oconee County  
Finance Department

Phyllis E. Lombard, CGFO  
Director of Administrative  
Services & Finance

Oconee County  
Administrative Offices  
415 South Pine Street  
Wadega, SC 29691

Phone: 864-630-4235  
Fax: 864-776-1077

E-mail:  
PL.lombard@occonecounty.com

TO: Ben H. Rabun, Administrator  
FROM: Phyllis E. Lombard, CGFO  
DATE: 10/01/04  
RE: Change Order to Hubbard Contract for PRT Paving

I am writing regarding the paving needed at High Falls and Chas. Ramo  
County Parks.

As you are aware, Council originally agreed to undertake this project with  
the understanding that the cost would be approximately \$40,000 and that  
our Road Department staff would provide the labor. However, Mr. Hoyt  
Orr, Road Department Superintendent, has since indicated that, due to  
time constraints, he will be unable to complete the work using his staff.  
Mr. Orr has provided a proposal dated 09/21/04 from Hubbard Paving &  
Grading, Inc. indicating that the updated cost is projected to be  
\$73,365.42. A 10% contingency is suggested bringing the total amount  
needed to \$81,361.96. Mr. Orr has agreed that this funding can be taken  
from the funds already allocated for road paving.

Procurement is prepared to issue a change order on the Hubbard paving  
contract once approval is secured from Council. It is my understanding  
that you will seek their approval at the upcoming Council meeting on  
10/05/04. Please advise when we may proceed.

I appreciate your continued assistance.



**Phyllis E. Lombard**

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**From:** Opal Green  
**Sent:** Thursday, September 30, 2004 4:06 PM  
**To:** Phyllis E. Lombard  
**Subject:** FW: Paving at High Falls and Chau Ram Park

Phy, this is the e-mail I sent MAD. I think the 10% will be sufficient. Thanks, og

-----Original Message-----  
**From:** Opal Green  
**Sent:** Wednesday, September 29, 2004 9:12 AM  
**To:** Marianne Dillard  
**Subject:** RE: Paving at High Falls and Chau Ram Park

Don't we usually do 10% of the project cost? Thanks, og

-----Original Message-----  
**From:** Marianne Dillard  
**Sent:** Wednesday, September 29, 2004 9:41 AM  
**To:** Gail Dicker; Opal Green; Phyllis E. Lombard; Ann Anderson  
**Subject:** RE: Paving at High Falls and Chau Ram Park

What do you think is a 'reasonable' amount for contingency for this project? That probably needs to be listed on any presentation to Council.

-----Original Message-----  
**From:** Gail Dicker  
**Sent:** Wednesday, September 29, 2004 8:16 AM  
**To:** Marianne Dillard; Opal Green; Phyllis E. Lombard; Ann Anderson  
**Subject:** RE: Paving at High Falls and Chau Ram Park

Okay, thanks. Someone just let me know when I can do the change order. Also, approx. what % can I accumulate over for unforeseen problems? Gail

-----Original Message-----  
**From:** Marianne Dillard  
**Sent:** Tuesday, September 28, 2004 1:23 PM  
**To:** Gail Dicker; Phyllis E. Lombard  
**Cc:** Opal Green; Ann Anderson  
**Subject:** RE: Paving at High Falls and Chau Ram Park

We do indeed have a current contract with Hubbard Paving (2002 Road Paving), so yes we could do a change order to that contract, provided County Council approves (Ordinance 2002-12, second paragraph under Section 1).

I am a little confused over their quote that you sent me. It appears that they are offering a Lump Sum contract, but our current contract is a per ton/square yard contract. If approved, we would need to stay with the per ton/square yard prices, which I calculate from Gail's spreadsheets as follows:

Set Up - High Falls	5,090 s.y.		
Chau Ram	67 s.y.		
TOTAL SQ. YDS.	5,157 s.y.	@ \$74	\$383,618
Asphalt - High Falls	1,053 T.		
Chau Ram	1,224 T.		
TOTAL TONS	2,277 T.	@ \$26.39	\$59,952.93
TOTAL FOR BOTH PARKS			\$443,570.11

They have offered us a price of \$29.00 per ton for asphalt, which could reduce this price by approximately \$920. If they want to offer us the asphalt for less, I guess that would be OK. The main thing is we shouldn't award a L.S. contract for this work, so therefore Council needs to understand that this is an estimate that

could change somewhat. Also the Road Dept. would have to collect "tickets" as they do on the other overlay work. In Hubbard's proposal they offered to cover the cost of the compaction test. Contractually, they are not obligated to do that, but if they wish to do that out of the goodness of their hearts, I wouldn't object. Does Hoyt anticipate doing compaction tests on this type of work?

Please note also that they have a clause in there about "patching" @ \$63.00 per ton, which would be an additional cost. I have no idea whether they anticipate having to do any patching, but I'd be interested to know if they think there might be some.

Let me know if you need further information.

----- Original Message -----

**From:** Gail Dickie  
**Sent:** Tuesday, September 28, 2004 8:35 AM  
**To:** Phyllis E. Lombard  
**Cc:** Marianne Dillard; Opal Green  
**Subject:** RE: Paving at High Falls and Chew Run Park

Phyllis,

I spoke to Hoyt. Both of us for some reason thought that the previously approved \$45K was coming from somewhere other than paving but if we both just misunderstood I guess that's the way it is. If CC agrees to pave the entire proposal for \$73,885.42 then yes, it will all come from 50581. I have printed this for Hoyt and will have him initial it and fax it to you. Just let me know when I can type the change order up. Thanks. Gail

----- Original Message -----

**From:** Phyllis E. Lombard  
**Sent:** Tuesday, September 28, 2004 8:50 AM  
**To:** Gail Dickie; Marianne Dillard  
**Cc:** Opal Green  
**Subject:** RE: Paving at High Falls and Chew Run Park

Seems to be some confusion so let me clarify.

No action will be taken until I have all the answers. Mr. Rabun has asked me to get the following information so that he can make a recommendation to council. Council agreed to undertake this project with a cost of \$40K. I and therefore Mr. Rabun will need to present again at the new cost.

I need in writing that the funding of \$73,865.42 can come from road paving and that this can indeed be add to a current contract by a change order. (email will be fine)

----- Original Message -----

**From:** Phyllis E. Lombard  
**Sent:** Tuesday, September 28, 2004 8:23 AM  
**To:** Gail Dickie  
**Cc:** Marianne Dillard  
**Subject:** Paving at High Falls and Chew Run Park

Gail,

It's my understanding that the paving at the parks will come from your 50881 account. I just want to be sure that is the understanding for yourself as well as Hoyt. Hoyt gave me a copy of a proposal from Hubbard for \$73,865.42 and stated that we could do a change order to their current contract which I will pass on to Marianne today. We just need to be on the same page before we proceed with issuing the change order.

Please let me know that the funding is not an issue.

Marianne,

I will bring the proposal over to you this morning and we will wait to hear from Gail and/or Hoyt to

proceed

Thanks Phyl

*Phyllis Lombard, CGFO*  
*Oconee County*  
*Director of Administrative Services & Finance*  
*415 South Pine Street*  
*Walhalla, South Carolina 29691*  
*864 638 4235*



## Phyllis E. Lombard

---

**From:** Gail Dickie  
**Sent:** Tuesday, September 28, 2004 9:35 AM  
**To:** Phyllis E. Lombard  
**Cc:** Marianne Dillard, Opal Green  
**Subject:** RE: Paving at High Falls and Chau Ram Park

Phyllis,

I spoke to Hoyt. Both of us for some reason thought that the previously approved 545K was coming from somewhere other than paving but if we both just misunderstood I guess that's the way it is. If CC agrees to pave the entire proposal for \$73,965.42 then yes it will all come from 50881. I have printed this for Hoyt and will have him initial it and fax it to you. Just let me know when I can type the change order up. Thanks, Gail

-----Original Message-----

**From:** Phyllis E. Lombard  
**Sent:** Tuesday, September 28, 2004 8:50 AM  
**To:** Gail Dickie; Marianne Dillard  
**Cc:** Opal Green  
**Subject:** RE: Paving at High Falls and Chau Ram Park

Seems to be some confusion so let me clarify.

No action will be taken until I have all the answers. Mr. Rabun has asked me to get the following information so that he can make a recommendation to council. Council agreed to undertake this project with a cost of \$48K - and therefore Mr. Rabun will need to present again at the next post.

I need in writing that the funding of \$73,965.42 can come from road paving and that this can indeed be added to a current contract by a change order. (email will be fine)

-----Original Message-----

**From:** Phyllis E. Lombard  
**Sent:** Tuesday, September 28, 2004 8:53 AM  
**To:** Gail Dickie  
**Cc:** Marianne Dillard  
**Subject:** Paving at High Falls and Chau Ram Park

Gail,

It's my understanding that the paving at the parks will come from your 50881 account. I just want to be sure that is the understanding for yourself as well as Hoyt. Hoyt gave me a copy of a proposal from Hubbard for \$73,965.42 and stated that we could do a change order to their current contract which I will pass on to Marianne today. We just need to be on the same page before we proceed with issuing the change order.

Please let me know that the funding is not an issue.

Marianna,

I will bring the proposal over to you this morning and we will wait to here from Gail and/or Hoyt to proceed.

Thanks Phyl!

*Phyllis Lombard, CGFO*  
*Oconee County*  
*Director of Administrative Services & Finance*  
*415 South Pine Street*  
*Walhalla, South Carolina 29691*  
*864.838.4235*



# PROPOSAL

No 1294

PROJECT NO. 2004-01 CLIENT: COUNTY ADMINISTRATIVE PROJECT LOCATION: WALSLEY, SC 29691 PROJECT DESCRIPTION: HIGH FALLS PARK	PHONE: 638-4242 FAX: 864-1071 DATE: 9/21/04 JOB NAME: HIGH FALLS PARK \$ 35,020.20 JOB LOCATION: CHAU RAM PARK \$ 38,945.22 JOB NUMBER:
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

HIGH FALLS MAKE UP NEW ROADS OF ASPHALT BRUNNERS LOOP OVERLAY - High falls BERRY MILLER ROAD OVERLAY - High falls CHAU RAM PARK NEW PARKING SHAPE UP OF ASPHALT OVERLAY	\$3,766.60 \$16,829.88 \$4,720.23 \$9,703.69 \$49.33 \$220.42 \$38,575.47	\$ 35,020.20 \$ 38,945.22 \$ 73,965.42
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	----------------------------------------------

ALL COMPACTION TEST WILL BE PERFORMED AT OUR COST.

IF A PORTION OF THE WORK IS DELETED FROM THIS PROPOSAL, WE WILL BE ABLE TO KEEP THESE PRICES AS IS AS LONG AS ALL OF THE WORK IN AT LEAST ONE OF THE PARKS IS ACCEPTED ENTIRELY.

IF PATCHING IS REQUIRED: \$63.00 PER TON.

As a condition of award, you must furnish materials and labor in accordance with above specifications for the sum of:

Accepted by:

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Acceptance of Proposal - The above terms, conditions, and specifications are satisfactory and are hereby accepted. I am authorized to do the work as specified. Payment will be made as specified above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# High Falls Park

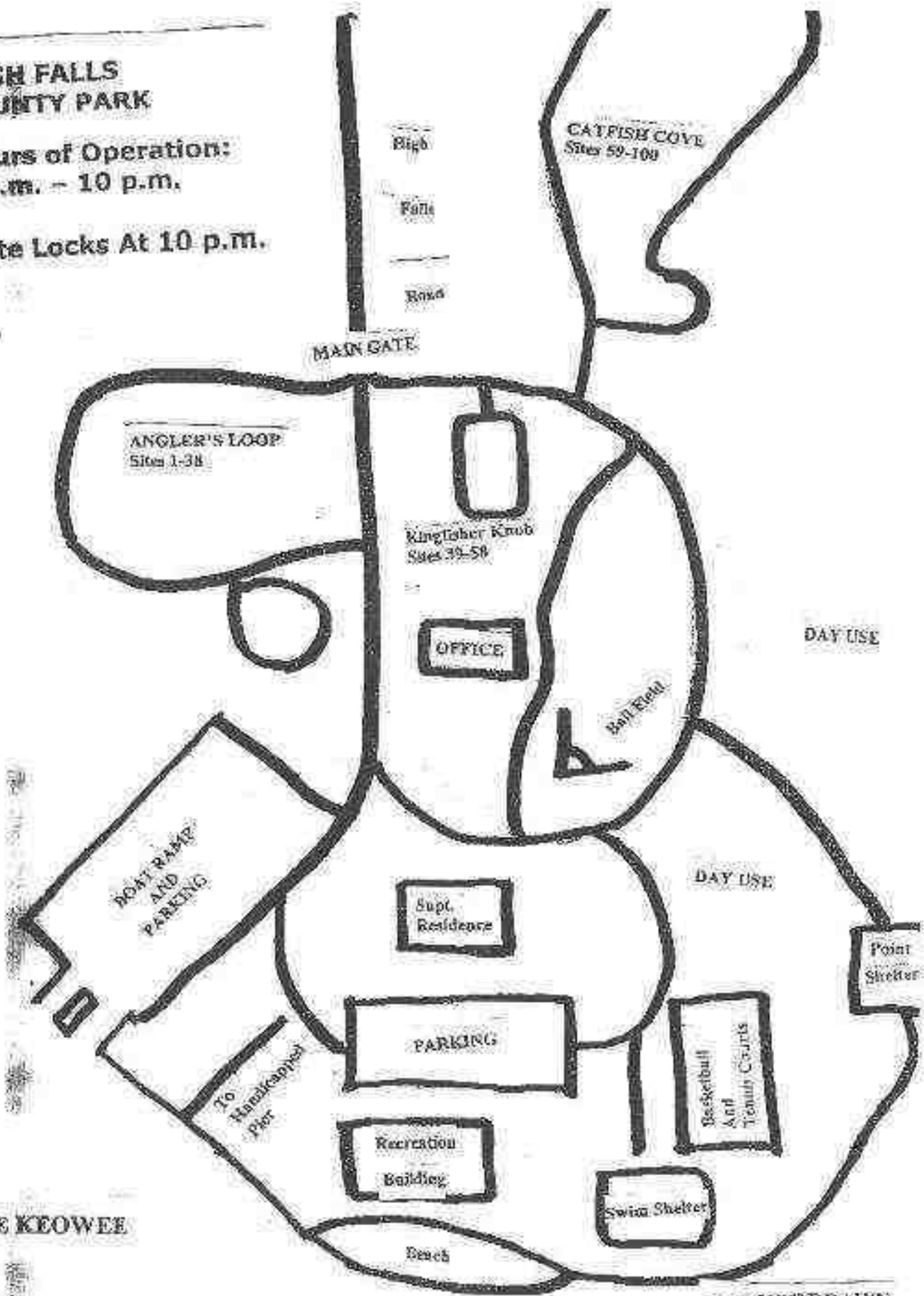
Length		Width	Sq Yds		Tons				
<b>Carfish Cove (Gravel Camp Ground)</b>									
2,373	X	18	4746.00	X	225 lbs / 2000	533.93	X	\$29.00	= \$15,483.83
39	X	18	78.00	X	225 lbs / 2000	8.78	X	\$29.00	= \$254.48
73	X	18	146.00	X	225 lbs / 2000	16.43	X	\$29.00	= \$478.33
60	X	18	120.00	X	225 lbs / 2000	13.50	X	\$29.00	= \$391.50
<b>Angler's Loop (Camp Ground on the Lake)</b>									
1,095	X	18	1971.67	X	160 lbs / 2000	160.60	X	\$29.00	= \$4,657.40
<b>Perimeter Road (Road circling office and Supt. Res.)</b>									
1,850	X	12	3700.00	X	160 lbs / 2000	305.25	X	\$29.00	= \$8,852.25
151	X	16	392.00	X	160 lbs / 2000	24.92	X	\$29.00	= \$722.54

Approx. Tons 1,063.39 / Approx. Cost **\$30,838.91**

# HIGH FALLS COUNTY PARK

Hours of Operation:  
7 a.m. - 10 p.m.

Gate Locks At 10 p.m.



LAKE KEOWEE

# Chau Ram Park Asphalt

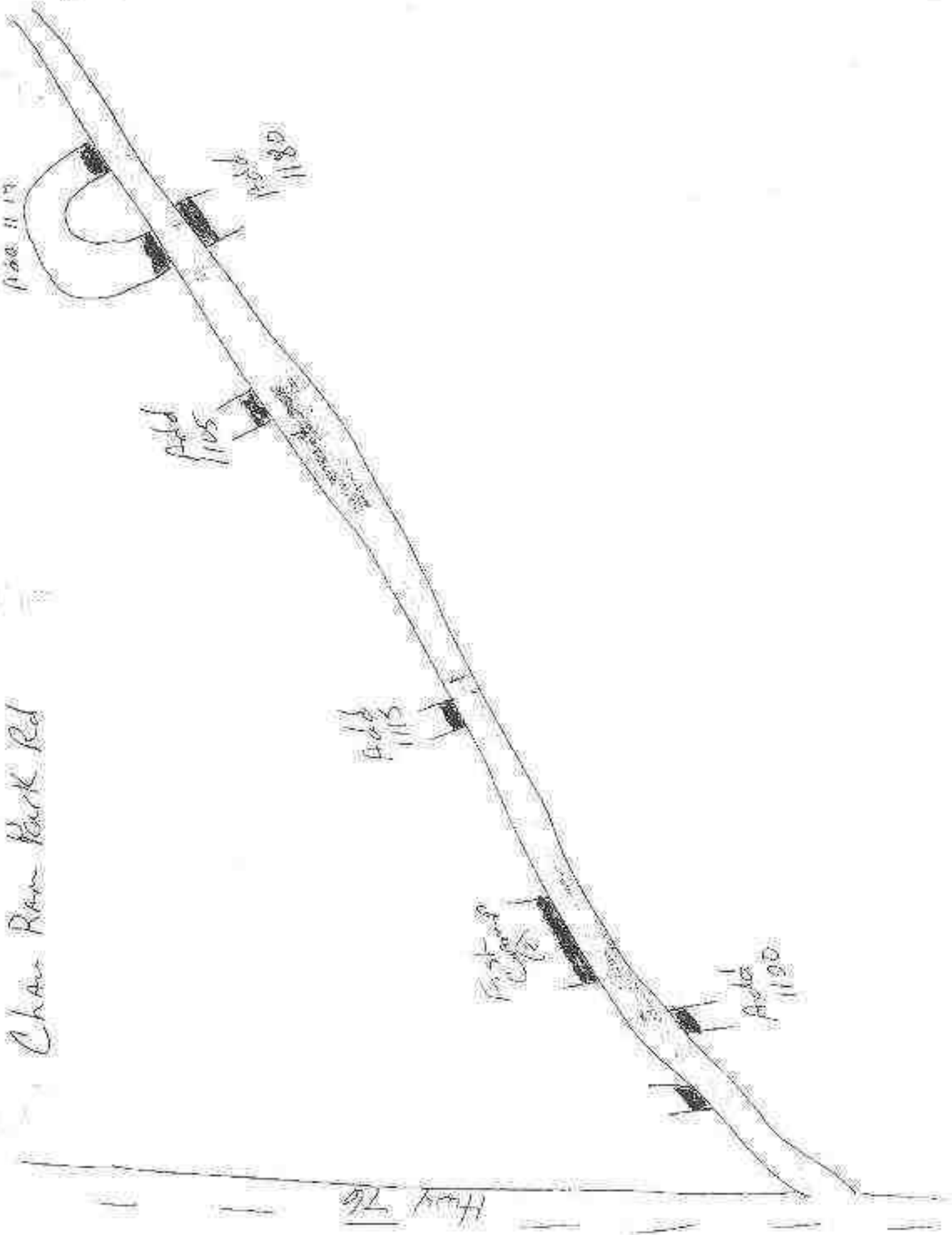
	Length	Width	Sq. Ft.	Sq. Yds.	lbs.	Tons
Pull off area	125 x 18	=	2,250	/ 9.00 =	222.22 x 165	/ 2,000 = 18.33
Dump Station	220 x 20	=	4,400	/ 9.00 =	488.89 x 165	/ 2,000 = 40.33
Parking area near office	229 x 87	=	19,923	/ 9.00 =	2,213.67 x 165	/ 2,000 = 182.63
Residence parking area	104 x 53	=	5,512	/ 9.00 =	728.00 x 165	/ 2,000 = 60.06
Parking lot	100 x 88	=	8,800	/ 9.00 =	977.78 x 165	/ 2,000 = 80.67
New parking area	20 x 30	=	600	/ 9.00 =	66.67 x 225	/ 2,000 = 7.50
Road in-camp sites/lower parking	5,522 x 16	=	88,352	/ 9.00 =	9,816.89 x 165	/ 2,000 = 809.89
Driveways (11 DW) 11 x 50	66 x 12	=	792	/ 9.00 =	88.00 x 165	/ 2,000 = 7.26
Camp sites (29 sites) 29 x 14D	406 x 26	=	10,556	/ 9.00 =	1,172.89 x 165	/ 2,000 = 96.76
Curbing	906					20
					Approximately	1,323.44

X 29.00

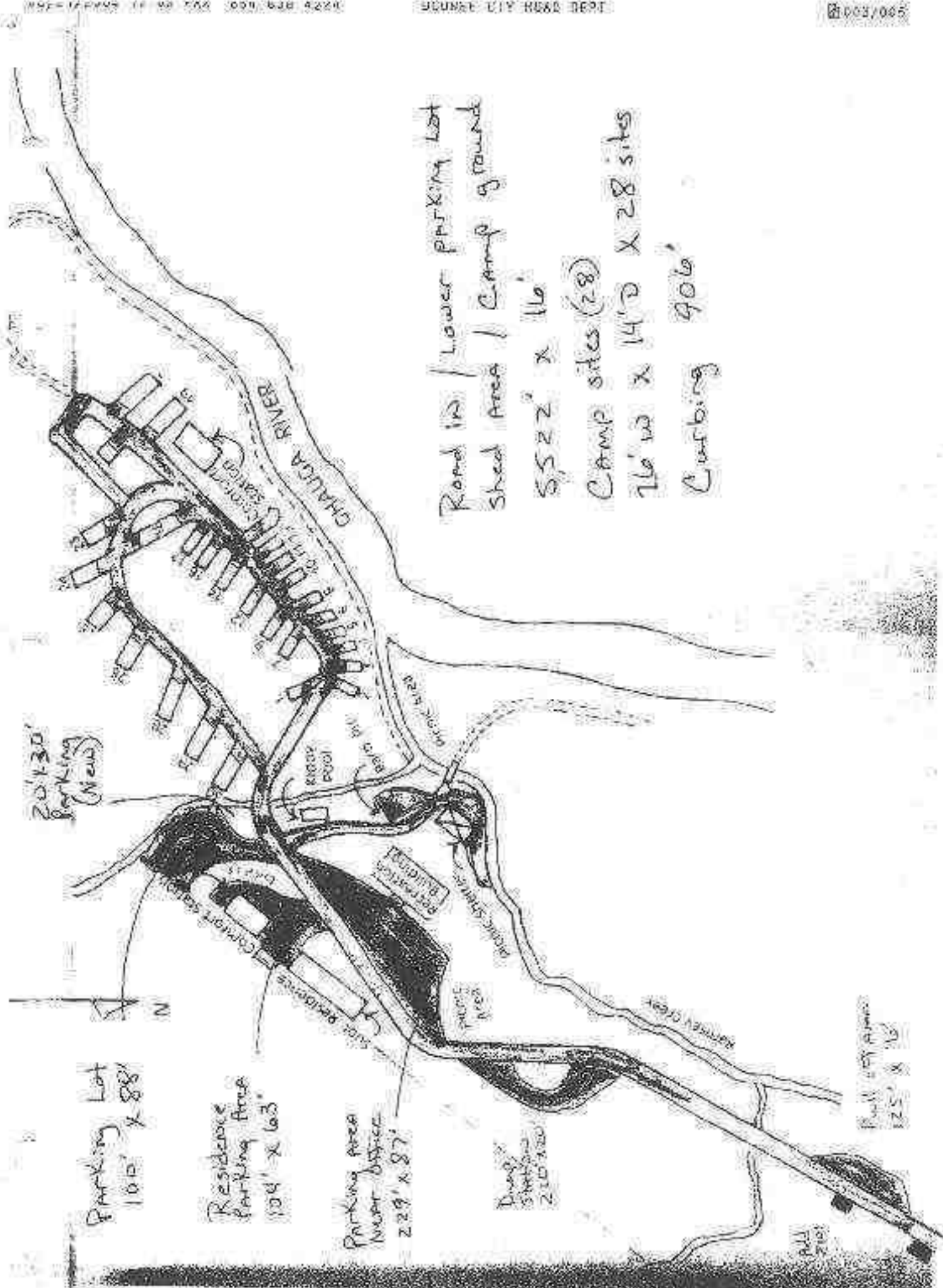
Approx Cost = \$38,579.76

Hubbard Asphalt  
Price

Chan Ram Park Rd



Hwy 76



Road in / Lower parking lot  
 Shed Area / Camp ground  
 5522' x 116'  
 Camp sites (28)  
 16' w x 14' D X 28 sites  
 Curbing 906'

Parking Lot  
 100' x 88'

Residence  
 Parking Area  
 134' x 63'

Parking Area  
 Near Office  
 229' x 87'

Dump  
 Station  
 210' x 120'

Pull off Area  
 125' x 16'

20' x 30'  
 Parking  
 (New)

Garment Station  
 SIC. PERSONS  
 RIVER POOL  
 DUMPING STATION  
 WATER TOWER  
 Rampway Creek  
 CHALUGA RIVER



Phyllis E. Lombard

---

To: Gail Dickie  
Cc: Marianne Dillard  
Subject: Paving at High Falls and Chau Ram Park

Gail

It's my understanding that the paving at the parks will come from your 50881 account. I just want to be sure that is the understanding for yourself as well as Hoyt. Hoyt gave me a copy of a proposal from Hubbard for \$73,965.42 and stated that we could do a change order to their current contract which I will pass on to Marianne today. We just need to be on the same page before we proceed with issuing the change order.

Please let me know that the funding is not an issue.

Marianne

I will bring the proposal over to you this morning and we will wait to here from Gail and/or Hoyt to proceed.

Thanks Phyl

*Phyllis Lombard, CGFO*  
*Oconee County*  
*Director of Administrative Services & Finance*  
*415 South Pine Street*  
*Walhalla, South Carolina 29691*  
*864.838.4235*



# ATTN: Phyllis

**Gail Dickie**

---

To: Phyllis E. Lombard  
 Subject: RE: Paving at High Falls and Chau Ram Park

Phyllis,

I spoke to Hoyt. Both of us for some reason thought that the previously approved \$45K was coming from somewhere other than paving but if we both just misunderstood I guess that's the way it is. If CC agrees to pave the entire proposal for \$73,965.42 then yes, it will all come from 50881. I have printed this for Hoyt and will have him initial it and fax it to you. Just let me know when I can type the change order up. Thanks, Gail

-----Original Message-----

From: Phyllis E. Lombard  
 Sent: Tuesday, September 28, 2004 8:50 AM  
 To: Gail Dickie, Marianne Dillard  
 Cc: Opal Green  
 Subject: PW: Paving at High Falls and Chau Ram Park



Seems to be some confusion so let me clarify.

No action will be taken until I have all the answers. Mr. Rabun has asked me to get the following information so that he can make a recommendation to council. Council agreed to undertake this project with a cost of \$40K + and therefore Mr. Rabun will need to present again at the new cost.

I need in writing that the funding of \$73,965.42 can come from road paving and that this can indeed be add to a current contract by a change order. (email will be link)

-----Original Message-----

From: Phyllis E. Lombard  
 Sent: Tuesday, September 28, 2004 8:21 AM  
 To: Gail Dickie  
 Cc: Marianne Dillard  
 Subject: Paving at High Falls and Chau Ram Park

Gail,

It's my understanding that the paving at the parks will come from your 50881 account. I just want to be sure that is the understanding for yourself as well as Hoyt. Hoyt gave me a copy of a proposal from Hubbard for \$73,965.42 and stated that we could do a change order to their current contract which I will pass on to Marianne today. We just need to be on the same page before we proceed with issuing the change order.

Please let me know that the funding is not an issue.

Marianne,

I will bring the proposal over to you this morning and we will wait to here from Gail and/or Hoyt to proceed.

Thanks Phyl

*Phyllis Lombard, CGFO*  
 Oconee County  
 Director of Administrative Services & Finance  
 415 South Pine Street  
 Walhalla, South Carolina 29691  
 864-638-4235

Approved Budget Ordinance amount for bid item \$ na

I hereby certify that to the best of my knowledge  
the compilation of bids is correct.  
Procurement Director

Bidders	Carolina First Bank	Bank of America Leasing & Capital Group	National City Leasing Corp.	Wachovia Bank, N.A.
Address	Greenville, SC	San Francisco, CA	Columbus, Ohio	Winston-Salem, NC
Interest Rate	3.415%	2.888%	3.298%	2.875%
Annual Payment	\$ 375,612.41	\$ 370,016.55	\$ 374,365.98	\$ 368,187.56
Bidders	First Citizens	Ashford Capital Corporation	Bank of Travelers Rest	SunTrust Leasing Corp
Address	Columbia, SC	Atlanta, GA	Travelers Rest, SC	Orlando, FL
Interest Rate	3.343%	3.524%	3.270%	3.290%
Annual Payment	\$ 375,352.89	\$ 375,774.30	\$ 374,554.77	\$ 374,296.08
Bidders	Carlyle Financial Services, Inc.	Lasalle National Leasing Corp	BB&T Governmental Finance	Tatolike Capital Corp
Address	Dallas, Texas	Chicago, IL	Charlotte, NC	Denver, CO
Interest Rate	3.24%	3.24%	3.12%	3.59%
Annual Payment	\$ 373,750.02	\$ 373,750.21	\$ 372,475.56	\$ 377,478.56
Bidders	Commerce First Bank			
Address	Walhalla, SC			
Interest Rate	3.00%			
Annual Payment	\$ 371,218.10			

Attended Bid Opening

Marianne Dillard, Phyllis Lombard, Carolyn Morris, Sally Lowery, Brad Love and Hilary Smith

# Memorandum

To: Mr. Rabun and County Council Members  
From: Paul F. Johanson, Chairman, Library Board  
Date: September 29, 2004  
Re: Nomination for Library Board

---

I recommend that you approve Carol Baumgarner to be a member of the Orange County Library Board. She resides in District II. Carol will be filling the unexpired term of Robert Owens, who has asked to be released from this position. This term runs through June 30, 2005. The other District II representative on the Library Board is Leonie Mayer.

Please note the attached letter from County Attorney Brad Norton regarding Library Board appointments.

**NORTON, BALLENGER, & MAHON, P.A.**

ATTORNEYS AT LAW

30 Short Street  
PO Box 480  
Walhalla, SC 29691

Telephone (864) 638-2930  
Fax (864) 638-2922

Bradley A. Norton  
Karen F. Ballenger  
Julie E. Mahon

W. Jerry Pedder  
(Of Counsel)

September 7, 2004

Martha Bailly  
Director  
Oconee County Library  
501 West South Broad Street  
Walhalla, SC 29691

Dear Martha:

I am writing concerning your inquiry regarding the appointment of Library Board members to the Library Board. According to the Library Organization Ordinance, there is no set procedure for appointment of Board members. Consequently, just because somebody from one city leaves the Board does not mean that another person from that same city or district has to be appointed. The members of the board can come from any district, as long as the board attempts to represent the various geographical areas of the County.

I would suggest that the Library Board seek candidates to serve on the Library Board and then present the candidate(s) to County Council. The Library Organization Ordinance does not say that each council member appoints a specific Board member. It simply says that the appointments have to be approved by County Council. This should give the Library Board great latitude in coming up with members for the Board.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

NORTON, BALLENGER, & MAHON, P.A.

Bradley A. Norton  
Attorney at Law

OCONEE COUNTY COUNCIL

ORDINANCE 2004-22

SECTION I: TITLE

The title of this ordinance shall be "Oconee County Animal Control Act" adding to and amending certain sections of Animal Control Ordinances 98-8 and 2000-03.

SECTION II: DEFINITIONS

As used in this ordinance, the following terms are defined as below:

2.1: Animal: Every non-human species of animal.

2.2: Animal Control Officer: Any person designated by the State of South Carolina or County Governing Authority of Oconee County as a Law Enforcement Officer pursuant to S.C. Code §47-3-30.

2.3: Animal at large: Any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

2.4: Animal Rescuer: Any recognized group or person who routinely obtains an unwanted dog or cat and/or who finds an adoptive home for that spayed or neutered dog or cat.

2.5: Animal Shelter: Any premises designated by the county governing body for the purpose of impounding, care, or destruction of animals held under authority of this Ordinance and/or State Law.

2.6: Humane Society: South Carolina Society for Prevention of Cruelty to Animals.

2.7: Humane Society Officer: Any officer or employee of the Animal Shelter or Humane Society.

2.8: Owner: Any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership or corporation has notified Animal Control to pick up the stray animal.

2.9: Pet or Companion Animal: Any animal kept for pleasure rather than utility, an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

2.10: Abandoned/Stray Animal: Any animal unattended for a period of more than three days.

2.11: Public Nuisance Animal: Any animal or animals, except those raised for food and/or food products, that unreasonably annoy humans, endanger the life or health of other citizens (other than their owners), or interfere with a citizen's enjoyment of life or property.

The term "Public Nuisance Animal" shall mean and include, but is not limited to, any animal that:

- a) is found at large after written complaint has been filed;
- b) damages the property of anyone other than its owner;
- c) molests or intimidates pedestrian or passerby;
- d) excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

e) causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every twenty four (24) hours or washing of same into an approved underground disposal system; every twenty four (24) hours;

f) has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or

g) does not have attached a valid current rabies inoculation tag as required by State Law;

2.12: Under Restraint: Animals shall be deemed under restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of restraining devices, or under the verbal command, or under the active control of the owner or trainer while hunting or being trained and while on property of the owner or with the property owner's permission.

2.13: Dangerous Animal: (A) An animal of the canine or feline family;

(1) which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals; or

(2) which;

(a) makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720; or

(b) commits unprovoked acts in a place other than the place where the animal is confined as required by South Carolina Code Section 47-3-720 and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being; or

(3) which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(4) which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

(B) An animal is not a "dangerous animal" solely by virtue of its breed or species.

2.14: Potentially Dangerous Animal: An animal of the canine or feline family that chases or approaches any person or domestic animal, anywhere, other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack including, but not limited to, behavior such as growling or snarling.

### SECTION 3: AUTHORITY

This ordinance is adopted pursuant to the provisions of Sections 47-3-20, et seq., Code of Laws of South Carolina, 1976.

### SECTION 4: RESTRAINT

4.1: All animals shall be kept under restraint.

4.2: No owner shall fail to exercise proper care and control of his dog to prevent him from being a public nuisance.



4.3: Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

4.4: Every dangerous animal and potentially dangerous animal, as determined under this Ordinance shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

#### SECTION 5: BITING OR ATTACKING PERSONS

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the Department of Health and Environmental Control. Whenever the Animal Control Officer or Humane Society Officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the Oconee County Department of Health and Environmental Control of such bite or attack and shall cooperate with the said health department in impounding and quarantining such animal.

#### SECTION 6: IMPOUNDMENT AND VIOLATION NOTICE

6.1: Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by Law Enforcement Officials, Animal Control Officers and/or Humane Society Officers and impounded in the Oconee County Animal Shelter and there be confined in a humane manner.

In addition to, or in lieu of, impounding an animal at large, the Animal Control Officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense. The owner shall be charged a penalty of One Hundred

(\$100.00) dollars for the second violation. One Hundred Twenty-Five (\$125.00) dollars for the third violation and One Hundred Fifty (\$150.00) dollars for each subsequent violation. Said penalties shall be made payable to the Treasurer of Oconee County and paid at the Oconee County Animal Shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and upon conviction of this ordinance, the owner shall be punished as provided in Section 12 of this ordinance. In addition, the owner shall be required to pay a fee of five dollars (\$5.00) per day for each day the animal is boarded by the County, actual cost for inoculation of the animal (if applicable) and a five dollar (\$5.00) impoundment fee. In addition, at the discretion of the animal shelter, a thirty dollar (\$30.00) fee and mandatory sterilization of the animal may be required if the animal is impounded on more than one (1) occasion. Five dollars (\$5.00) shall be the impoundment fee and twenty-five (\$25.00) shall help defray the cost of sterilization. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.

6.2: Notwithstanding the above, the Animal Control Officer, Law Enforcement Officer and/or Humane Society Officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

6.3: Impounded dogs and cats shall not be kept for fewer than three (3) working days.

6.4: If by tag or other means, the owner of an impounded animal can be identified, the Animal Control Officer shall immediately upon impoundment notify the owner by telephone or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten (10) days.

6.5: Abandoned animals shall be impounded and shall be kept for no fewer than three (3) working days.

6.6: Any owner reclaiming an impounded dog or cat shall pay the fee provided for in section 6.1 before the animal can be released.

6.7: Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

6.8: Any animal not reclaimed by its owner within three (3) working days, or in the case of a positively identifiable animal within ten (10) days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely disposed of as approved by State Law.

6.9: The Animal Shelter Director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

6.10: It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

6.11: It shall be unlawful to resist or hinder Humane Society Officers, Animal Control Officers or law enforcement officers engaging in the capture and impoundment

of an animal. It shall be unlawful to give false information to a Humane Society Officer, Animal Control Officer or law enforcement officers.

6.12: It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

#### SECTION 7: DANGEROUS ANIMALS

7.1: The Animal Control Officer, Law Enforcement Officials or the Humane Society Officer shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has attacked, bitten, or injured any human being or domestic animal. The animal shall be kept at the Oconee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event that an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the Animal Control Officer, Law Enforcement Officer or the Humane Society Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

7.2: Upon impounding a potentially dangerous animal or a dangerous animal that has attacked, bitten or injured a human being or a domestic animal, a determination hearing should be conducted within five (5) business days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such.

determination such as veterinarians or dog obedience trainers. The Magistrate shall issue written findings within five (5) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the Court of Common Pleas of Oconee County within ten (10) days of receiving such decision of the Magistrate.

7.3: An animal determined to be dangerous as determined in 7.2 which has attacked or causes injury to a human being or a domestic animal may be ordered destroyed by the Magistrate when in the Magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the Humane Society or law enforcement officer. A Magistrate may return a dangerous animal to the owner if the Magistrate finds that the animal will not pose a threat to human being and/or domestic animals and that the owner has and will fully comply with Sections 7.4. and 7.5 of this Ordinance.

7.4: The owner of a dangerous animal shall secure and confine said dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

7.5: No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

#### SECTION 8: POTENTIALLY DANGEROUS ANIMAL

8.1: The Animal Control Officer, Law Enforcement Officials, or the Humane Society Officer shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to behavior such as growling or snarling. The animal shall be kept at the Ozonee County Animal Shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal status as a potentially dangerous animal. The Animal Control Officer, Law Enforcement Officer, or the Humane Society Officer may, in his or her discretion, allow the animal owner to impound said animal on said animal owner's property.

8.2: Upon impounding a potentially dangerous animal, the determination should be conducted within five (5) days of serving notice to the owner by certified mail or personal service. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The Magistrate shall determine whether to declare the animal to be a potentially dangerous animal based on the evidence of testimony presented at the hearing by the owner, witnesses to any incidences, and any other persons possessing information pertinent to such determination.

such as veterinarians or dog obedience trainers. The Magistrate shall issue written findings within five (5) days after the hearing. The owner of such animal shall have the right to appeal such a decision to the Court of Common Pleas of Ozonee County within ten (10) days of receiving the decision of the Magistrate.

8.3: Upon a finding that an animal is a potentially dangerous animal, the Magistrate may order that the animal be forfeited by owner or owners and placed with an agency willing to accept custody of said animal or may return said animal to owner if the owner has and will comply with Sections 8.4 and 8.5 of this Ordinance.

8.4: The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two (2) feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5) feet by ten (10) feet and not less than six (6) feet high.

8.5: No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the dog is securely muzzled and restrained with a leash or chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.

## SECTION 9: ANIMAL CARE

9.1: No owner shall fail to provide for his animals with the necessary substance, shelter, and veterinary care when needed to prevent suffering and humane care and treatment. All animals shall be kept in a clean and sanitary condition. The premises upon which animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

9.2: No owner of an animal shall abandon such animal.

9.3: Any animal found abandoned and not properly care for, appearing to be diseased or injured past recovery for any useful purpose may be lawfully destroyed by an agent of DHEC, Law Enforcement Officer, Animal Control Officer or Officer of the Humane Society by a method approved by State Law.

9.4: Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owners property by the Animal Control Officer, Law Enforcement Officer or Humane Society Officer and impounded at the Oconee County Animal Shelter, provided however that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

9.5: The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

#### SECTION 10: STERILIZATION

No unclaimed dog or cat shall be released for adoption without written agreement by means of a spay/neuter contract from the adopter guaranteeing that such animal will be sterilized within thirty (30) days for adults and a specified date in the contract for pups.



and kittens, provided however, the county provides a program whereby the spay/neuter is included with the adoption fee.

No animal shall be released for adoption from the Oconee County Animal Shelter that has not been sterilized, provided however, that the County or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

#### SECTION 11: ENFORCEMENT

The civil and criminal provisions of the ordinance shall be enforced by those persons or agencies by the county authority. It shall be a violation of this ordinance to interfere with an animal control officer, law enforcement officer or Humane Society Officer in the performance of his/her duties. The Magistrate of Georgia County shall have the authority to issue a bench warrant in the enforcement of this Ordinance.

#### SECTION 12: PENALTIES

12.1: Any person violating any provisions of this ordinance shall be deemed guilty of a misdemeanor and shall for every offense, be guilty of a misdemeanor and be punished by imprisonment in jail not exceeding thirty (30) days or by a fine not exceeding five hundred dollars (\$500.00). In addition, upon conviction of any violation under this article a court may order an animal forfeited by the owner or owners and placed with an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated; or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

12.2: The Magistrate shall collect any and all state assessments as required by law for any violation of this Ordinance.

#### SECTION 13: APPLICABILITY OF RABIES CONTROL ACT

The provisions of South Carolina Code Section 47-5-10 et seq., commonly known as the Rabies Control Act are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this ordinance, except insofar as the provisions of such act may conflict with or be less restrictive than the provisions of this ordinance.

SECTION 14: CONFLICTING ORDINANCES

All other ordinances of the County of Oconee that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 15: SEVERABILITY CLAUSE

If any part of this ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not effect the remaining parts of this ordinance.

DONE AND RATIFIED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

DONE AND RATIFIED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_, Clerk

DONE AND RATIFIED on a Third and final Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a vote of:

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

Chairman-Supervisor

Attest:

Clerk

October 5, 2004

County Council

RE: First Reading of Ordinance 2004-25  
Oconee County Comprehensive Plan

The County Comprehensive Plan is unacceptable and illegal and this is demand that you immediately stop your efforts to promulgate this Plan for the following reasons:

1. *Members of the Planning Commission which approved the Comprehensive Plan do not represent a broad cross-section of the interests and concerns within the jurisdiction as required in State Code Sec. 6-29-350.* County Council has previously been advised of this deficiency and has not corrected the problem.
2. *Oconee County should not proceed with Brad Norton as County Attorney negotiating the interest of the taxpayers.* Partnering with water providers is suggested and so is extension of water and sewer service into "Priority Areas" (p. 131-132; 138-139). Brad Norton currently represents the County, the Oconee County Sewer Commission and Pioneer Rural Water District of Oconee and Anderson Counties. It is not acceptable to have the County Attorney negotiate to spend my tax dollars in a semi-private water district which he also represents and where I have no representation.
3. *No study is planned to determine the cost of development on taxpayers, or to adopt regulations based on such a study until 2006-07.* (p. 55) State Code Sec. 6-29-340. "... it is the function and duty of the local planning commission to plan programs that must be designed to promote ... the efficiency and economy of its area of jurisdiction. Cost of development to taxpayers, in this sense, is the economic and social costs of growth and development and affecting regulations.
4. *Public input was not obtained* for the Economic Development section of the Comprehensive Plan.
5. *No tourism industry plan is proposed.* A properly planned and managed tourism industry is suggested by this Plan, but no such plan is proposed (p. 120).
6. *The public has not asked for additional industrial sites.* The Comprehensive Plan suggests immediate adoption and implementation of the Infrastructure Plan which includes establishment of industrial sites throughout the county (p. 129).

Susie Cornelius  
100 W. Mauldin Street  
Wahalla SC 29691

*Susie Cornelius*

OCONEE COUNTY COUNCIL

ORDINANCE ~~2004-16~~

2004-26

AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE AMENDING ORDINANCE 2001-05, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY.

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting, that Ordinance 2002-14, Section 5, is hereby amended to read as follows:

The County Council shall distribute the Local Accommodations tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism-related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accommodations Tax Special Revenue Fund" should be distributed in accordance with South Carolina law and this Ordinance. The Parks and Recreation Commission may make recommendations to County Council for the expenditure of these funds.

*Amended*  
*County of Oconee*  
*State of South Carolina*  
*Order*  
*4-26*